

MEMORANDUM OF AGREEMENT

AGREEMENT made this 12TH day of SEPTEMBER 2016, by and between the TOWNSHIP OF SOUTH BRUNSWICK (hereinafter the "Township" or the "Employer") and the SOUTH BRUNSWICK FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 90 (hereinafter the "FMBA");

WHEREAS, the Township and the FMBA are parties to a Collective Negotiations Agreement (herein "CNA") covering the period from January 1, 2012 through December 31, 2014; and

WHEREAS, the parties have engaged in good faith negotiations concerning the terms and conditions for a successor CNA; and

WHEREAS, the parties have reached agreement on said new terms and conditions, subject to ratification by the FMBA membership and approval by the Township; and

WHEREAS, the negotiations committees for the parties unanimously agree to recommend such ratification and approval:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

1. Except as herein modified, the terms and conditions of the 2012-2014 CNA shall remain in full force and effect;
2. General Conditions to be applied throughout the new contract:
 - (a.) Change all of the dates to be consistent with the new term.
 - (b.) Correct all typographical errors in the current contract.
 - (c.) Change gender references to provide he/she or his/her.
3. Term -The term of the new contract shall be for five (5) years from January 1, 2015 through December 31, 2019.

4. ARTICLE 2 - Recognition

(a.) Modify to read –

The Township retains the right to hire part time employees consistent with applicable law and the terms of this contract.

(b.) Insert new Paragraph B to confirm that Public Safety Telecommunications are essential employees, meaning these employees are expected to come to work to perform their duties, even when the Township is shut down for normal business due to inclement weather or other unforeseen circumstance.

5. ARTICLE 5 - Salary: Section A shall provide that Schedule A will be Telecommunicators salary guide for 2015 and 2016 and Schedule B shall be Deputy Fire Marshalls salary guide for 2015 and 2016. It shall also provide that Schedule C shall be the combined salary guide for all covered employees for 2017 through 2019 and that Schedule D sets forth placement of all covered employees as of 8/1/2016 on Schedule C. There shall be Across the Board salary increases as follows:

(a) Effective 1/1/2015 – one and one-half (1 1/2%) percent ATB;

(b) Effective 1/1/2016 - one and one-half (1 1/2%) percent ATB;

(c) Effective 1/1/2017 – two (2%) percent ATB;

(d) Effective 1/1/2018 – two (2%) percent ATB;

(e) Effective 1/1/2019 two (2%) percent ATB;

(f) Beginning January 1, 2017 Telecommunicators shall be moved into the Deputy Fire Marshall salary guide, thereby creating one guide which is set forth as Schedule C. Placement of all covered employees as of 8/1/2016 on the Schedule C salary guide is set forth on Schedule D.

(g) Stipend – Effective in calendar year 2016, and for each year of the contract thereafter, there shall be a One Thousand and xx/100 (\$1,000.00) Dollars stipend for the TAC Officer and Assistant TAC Officer, paid as part of the employee's salary so long as he/she performs the duties;

(h) Modify Section D to provide that Senior Step eligibility shall be three (3) years at top step of range;

- (i) Modify Section E to provide for one (1) performance evaluation per year to be completed by December 15th. On January 1 of each calendar year each employee shall move horizontally on the step guide. Employees entitled to step movement shall also move vertically at that same time subject to a satisfactory performance evaluation. If an employee does not receive a satisfactory rating on his/her evaluation, the employee's vertical increment shall be frozen for a period of 60 calendar days during which time the employee will be re-evaluated. If the employee's re-evaluation is satisfactory, he/she shall receive the vertical increment retroactive to January 1. If the employee does not receive a satisfactory re-evaluation and/or is disciplined, such action shall be subject to the grievance and arbitration provisions of this contract. The re-evaluation during the 60 calendar days does not count as the one annual performance evaluation to be done by December 15th.
- (j) Add provision that there is no terminal leave for employees covered by this Agreement.

6. ARTICLE 7 - Workweek:

Section A – No change.

Section B – Modify to provide:

Subject to exigent circumstances and staffing levels the current work schedule for Public Safety Telecommunicators (PSTs) is four (4) days on followed by two (2) days off or the Power Shift of five (5) days on followed by two (2) days off Monday to Friday. The normal work day shall be eight (8) hours inclusive of a one (1) hour paid meal break and two fifteen (15) minute breaks.

The shifts are on a trial basis and as such are set forth as follows:

- 1. Shift 11:00 p.m. – 7:00 a.m.
- 2. Shift 7:00 a.m. – 3:00 p.m.
- 3. Shift 3:00 p.m. – 11:00 p.m.
- 4. Shift 11:00 a.m. – 7:00 p.m. (Power Shift, Monday to Friday)

The Township reserves the right to modify the shift times set forth above consistent with the efficient operation of the Telecommunications Center. A primary concern is to insure the exchange of information at the change of shift. In that regard employees may not leave their shift until the necessary exchange of information to the oncoming shift has occurred.

Section C – Employees shall receive fifteen (15) days' notice of a change in work schedule except in exigent circumstances.

Section D – When it becomes known that a scheduled shift will be short, regardless of how distant that opening may be, and when special assignments or details becomes available those open shifts, assignments and special details will be posted and will be filled by use of the overtime list whereby full time Telecommunicators will be given right of first refusal. If the shift, assignment or detail is not filled in a timely manner, it will then be offered to part time Telecommunicators and if still not filled it will be assigned by the Supervisor by inverse order of seniority. “Filled in a timely manner” means immediately in cases where notice of the vacancy is three days or less. In cases where there is more than three (3) days’ notice of the opening “filled in a timely manner” means filled within two (2) days of posting.

7. ARTICLE 8 – Compensatory Time, Overtime, Emergency Call Outs

Section A - Clarify to provide that Deputy Fire Marshalls who work on Saturday shall receive time and one-half pay for all hours worked and on Sunday or a holiday shall receive double time for all hours worked. Telecommunicators who work the actual holiday, or who are called in from off duty, to work a Sunday shall also receive double time for all hours worked. Overtime pay as described immediately above shall be in addition to regular pay, but shall not apply to telecommunicators in the case of a voluntary exchange of shifts for a Sunday, unless a holiday.

Section E – Modify listed times from thirty (30) minutes to forty-five (45) minutes and from forty-five (45) minutes to one (1) hour with no extra pay beyond the thirty (30) or forty-five (45) minutes.

Section F – When employees are required to attend meetings or training during their normally scheduled time off, they shall be given a minimum of three (3) hours at time and one-half. If the training or meeting ends before the three (3) hour minimum is completed, the supervisor may require the employees to perform their duties for the balance of the time.

8. ARTICLE 10 – Medical Benefits

A. The Township shall provide a prescription plan, hospitalization insurance coverage, and major medical insurance for employees and eligible dependents in accordance with the terms, conditions and definitions of the Horizon policies of insurance, at full cost to the Township except that employees shall contribute to the cost of medical insurance in accordance with the provisions of P.L. 2011 Ch. 78, (which provisions are incorporated by reference as if set

forth herein at length) or at a rate of one and one half (1.5%) percent of base salary, whichever is greater. All contributions for health insurance shall be by automatic payroll deduction in equal installments with the Township's regular payroll cycle and shall be deducted on a pre-tax basis. The Township shall continue to provide the current blue Cross/Blue Shield dental plan and an optical plan in accordance with present practice.

1. The Township shall continue to provide prescription coverage through Horizon as it may be amended with employees to be responsible for all co-payments.

2. The Township has the right to change insurance carriers or institute a self-insurance program, so long as the same or substantially similar benefits are provided and no costs are assessed against the South Brunswick Fireman's Mutual Benevolent Association, Local 90 other than as set forth above in reference to Chapter 78 and prescription co-pays. The Township agrees to give notice of such change. The Township will provide a comparative analysis of benefits prior to any contemplated change.

B. For employees retiring from South Brunswick Township, the Township shall provide Retiree Medical Benefits, including prescription, for the Retiree and eligible dependents, after 25 years of service in PERS with at least 15 consecutive years of service with the Township and/or ordinary and accidental disability retirement until the employee is eligible for Medicare and his/her spouse is eligible for Medicare. Then supplemental medical benefits, including prescription will go into effect for the retiree and eligible dependents, at the Township's cost, except as may otherwise be required under applicable law.

Coverage shall make the retired employee's medical, hospitalization, and prescription substantially similar to the current medical and hospitalization coverage provided to the current employees under the prevailing collective bargaining agreement. If the employee retires from South Brunswick Township with 30 years' service within the PERS with a minimum of 15 consecutive years' service with the Township, the employee and eligible dependents shall also receive dental insurance. If an employee dies "off the job" the employee's eligible dependents shall receive medical insurance coverage for a period of five (5) years or until the spouse becomes eligible for Medicare, remarries, obtain insurance from another source or obtains employment which provides medical insurance coverage. If the employee dies on the job, the employee's eligible dependents shall receive 10 years medical insurance or until the spouse becomes eligible for Medicare, remarries, obtains insurance from another source or obtains employment which provides medical insurance coverage.

C. The Township agrees to continue for all bargaining unit employees the disability coverage purchased through the Life Insurance Company of North America, at whatever the current rate will be. The Township contribution shall be \$8.00 per month for this disability coverage.

9. ARTICLE 11 – Personal Days

Clarify to provide:

Employees shall receive one (1) personal day during their first year of employment; two (2) days during their second year of employment and three (3) days the January following their third anniversary. A request for a personal day shall be submitted not less than two (2) hours in advance of the employee's shift. However, in case of an emergency, an employee may call into the Supervisor that he/she is taking a personal day.

10. ARTICLE 12 – Holidays

Section A – Modify to change Washington's Birthday to President's Day.

Section D – Remove

11. ARTICLE 14 - Revise to reflect one day (with pay) for death of Aunt or Uncle.

12. ARTICLE 21 – Telecommunicators

Section A – Clothing

Paragraph 1 – Clarify that current clothing allowance is \$650.00 per year.

Paragraph 1 (c) and (d) shall be modified as follows:

- (c) If the beginning date of employment for a full-time Telecommunicator is prior to July 1st that employee shall not be entitled to any clothing allowance for the remainder of that year. However, subject to the provision of Paragraph A1a and A1b above, that employee shall receive the full clothing allowance the following year; and
- (d) If the beginning date of full-time employment occurs after July 1st that employee shall not be entitled to any clothing allowance for the remainder of that year. However, subject to the provision of Paragraph A1a and A1b above, that employee will receive one-half of the full clothing allowance the following year and thereafter shall receive the full annual clothing allowance.

Section B – Shift Differential

Clarify to provide that shift differential of seventy-five (\$0.75) cents per hour shall be paid for each hour actually worked on Shift 1 and fifty (\$0.50) cents per hour for each hour actually worked on Shift 3 and for each hour actually worked on the power shift.

Section C – Scheduling – Delete from the contract.

13. ARTICLE 24 – Sick Leave Plan

Section A-C, and E – Modify to provide for annual buy back if three (3) or fewer days are used. Provide for sell back of unused sick days for that year at the rate of \$100.00 per day consistent with the terms of the sell back plan proposed by the Township.

Section D – Modify to move Section D to Section E and add fifty (50%) percent after ten (10) years of service as a Township employee.

Section P – Change to Q and Eliminate “without the permission of the Department Head”.

Section S – Add as a new Section.

In the event an employee receives any compensation, by reason of any claim for injuries or sickness, which are directly or indirectly caused by or arise out of the outside employment, and the employee receives workers’ compensation benefits as provided in N.J.S.A. 34:15-1, *et seq.*, the amount of the Township payments otherwise due to the employee shall be reduced by the amount of compensation received by the employee because of said injuries or sickness.

14. ARTICLE 25 – Out of Title Pay

Add: Out of title pay will be paid retroactively to the first day of working at the higher title after working two (2) consecutive weeks in the higher title.

15. ARTICLE 26 – Deputy Fire Marshall

Section A – clarify (Gortex™ or comparable material)

Section B – clarify that current clothing allowance is Two Hundred and xx/100 (\$200.00) Dollars per annum.

Section C – clarify by removing historical on call pay and confirm current per annum on call pay of Two Thousand and xx/100 (\$2,000.00) Dollars

Also add language to comport with memos of 12/15/11, 7/2/13 and 2/26/14 and call back within 7 ½ hours of normal shift and number of Deputy Fire Marshalls off for vacation at one time.


Add proposal for no change in on-call schedule after posted except in cases of emergency or when all participants agree to change.

For FMBA Local 90:



Date: 9-12-16

For Township of South Brunswick:


Bernard P. Hvozdevic, Jr.

Date: 9-12-16

Schedule A

PUBLIC SAFETY TELECOMMUNICATOR SALARY GUIDE

	<u>1/1/2015</u>	<u>1/1/2016</u>
1	\$39,964	\$40,563
2	\$47,234	\$47,943
3	\$48,652	\$49,382
4	\$50,112	\$50,863
5	\$51,614	\$52,388
6	\$53,134	\$53,931
7	\$54,757	\$55,579
8	\$56,401	\$57,247
9	\$58,093	\$58,984
10	\$59,835	\$60,733
11	\$61,630	\$62,554
12	\$63,480	\$64,432
13	\$65,382	\$66,363
14	\$67,345	\$68,355
15	\$69,365	\$70,406
Senior	\$72,487	\$73,575

Schedule B

DEPUTY FIRE MARSHALL SALARY GUIDE

	<u>1/1/2015</u>	<u>1/1/2016</u>
1	\$46,328	\$47,023
2	\$54,757	\$55,579
3	\$56,401	\$57,247
4	\$58,093	\$58,984
5	\$59,835	\$60,733
6	\$61,630	\$62,554
7	\$63,477	\$64,429
8	\$65,382	\$66,363
9	\$67,345	\$68,355
10	\$69,364	\$70,406
11	\$71,447	\$72,519
12	\$73,590	\$74,693
13	\$75,797	\$76,934
14	\$78,071	\$79,242
15	\$80,413	\$81,620
Senior	\$84,032	\$85,292

Schedule C

DEPUTY FIRE MARSHALL AND PUBLIC SAFETY TELECOMMUNICATOR
SALARY GUIDE

	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>
1	\$47,983	\$48,922	\$49,901
2	\$58,690	\$57,824	\$58,980
3	\$58,391	\$59,559	\$60,750
4	\$60,143	\$61,346	\$62,573
5	\$61,947	\$63,186	\$64,450
6	\$63,805	\$65,081	\$66,383
7	\$65,718	\$67,032	\$68,373
8	\$67,690	\$69,044	\$70,425
9	\$69,723	\$71,117	\$72,539
10	\$71,813	\$73,249	\$74,714
11	\$73,969	\$75,448	\$76,957
12	\$76,187	\$77,711	\$79,265
13	\$78,473	\$80,042	\$81,643
14	\$80,827	\$82,443	\$84,092
15	\$83,252	\$84,917	\$86,615
Senior	\$86,998	\$88,738	\$90,513

SCHEDULE D

SOUTH BRUNSWICK TOWNSHIP FMBA SALARIES THROUGH 2019

		7/1/14	7/1/14		2015	2015	2016	2016	2017	2017	2018	2018	2019	2019
Dispatchers	Date of Hire	Step	Salary		Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary
John Muccioli	01/19/2016	3	47,933		Frozen	47,933	Frozen	47,933	2	56,690	3	59,559	4	62,573
Christine McCarthy	11/23/2015	3	47,933		Frozen	47,933	Frozen	47,933	2	56,690	3	59,559	4	62,573
Jessica VanLiew	10/05/2015	1	39,373		Frozen	39,373	1	40,563	1	47,963	2	57,824	3	60,750
Jacqueline Siemon	08/03/2015	1	39,373		Frozen	39,373	1	40,563	1	47,963	2	57,824	3	60,750
Joshua Kamen	09/08/2014	1	39,373		2	47,234	3	49,382	2	56,690	3	59,559	4	62,573
Jason Stonkus	08/01/2016						1	40,563	1	47,963	1	48,922	3	60,750
Jason Stonkus	08/01/2016								Effective July 2018		2	57,824		
Bruce Feldman	02/05/2009	6	52,349		7	54,757	8	57,247	5	61,847	6	65,081	7	68,373
Richard Domotor	03/27/2006	8	55,567		9	58,093	10	60,733	7	65,718	8	69,044	9	72,539
Cynthia DiMonda	02/05/2003	11	60,719		13	65,382	15	70,406	10	71,813	11	75,448	13	81,643
Eric Murnieks (1)	10/08/2002	15	68,340		15	69,365	15	70,406	13	78,473	15	84,917	15	86,615
Steven Kanca (2)	12/01/1993	Senior	73,416		Senior	74,487	Senior	75,575	15	83,252	15	84,917	15	86,615
Diana Blair (2)	08/21/1993	Senior	73,416		Senior	74,487	Senior	75,575	15	83,252	15	84,917	15	86,615
Dep Fire Marshalls														
Michael Soltys	11/19/2001	15	79,225		Senior	84,032	Senior	85,292	Senior	86,998	Senior	88,738	Senior	90,513
John Funcheon	05/21/2001	15	79,225		Senior	84,032	Senior	85,292	Senior	86,998	Senior	88,738	Senior	90,513
Paul Morello	12/01/1986	Senior	85,290		Senior	86,532	Senior	87,792	Senior	90,498	Senior	92,238	Senior	94,013
David Wiersma	02/16/2012	3	55,567		4	58,093	5	60,733	7	65,718	8	69,044	9	72,539

MEMORANDUM OF AGREEMENT
Between
TOWNSHIP OF SOUTH BRUNSWICK
and the
SOUTH BRUNSWICK FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 90

THIS AGREEMENT is made on this 22 day of January, 2018, by and between the Township of South Brunswick (hereinafter "the Township"), and the South Brunswick Fireman's Mutual Benevolent Association, Local 90, (hereinafter "Local 90"); and

WHEREAS, Article 11 of the CNA provides an example of how Personal days for new employees will be allotted; and.

WHEREAS, Both the Township and the Local 90 believe this example to be inaccurate and Article 11 in need of change; and

WHEREAS, the parties have discussed this item and agreed upon wording that should replace Article 11; and

NOW, THEREFORE, the parties agree as follows:

1. Article 11, entitled "Personal Days" shall be replaced in its entirety with the following:

Employees shall receive one (1) Personal Day during their first year of employment; two (2) days during their second year of employment and three (3) days the January of their third year of employment

By way of example, during an employee's first year of employment, one (1) personal day will be prorated based upon that employee's start date. Beginning January 1 of the following year, that employee will receive two (2) personal days from January 1 - December 31st of that year. Beginning the following January 1st, and for every January 1st thereafter, the employee will receive three (3) personal days for the calendar year.

A request for a Personal Day shall be submitted not less than two (2) hours in advance of the employee's shift. However, in case of an emergency, an employee may call into the Supervisor that he/she is taking a Personal Day.

The South Brunswick Firemen's Mutual
Benevolent Association, Local 90

Diana H. Blair
Diana Blair - President

Dated: Jan 22, 2018

Township of South Brunswick

Bernard P. Hvozdevic, Jr.
Bernard P. Hvozdevic, Jr.

Dated: 1-22-18

MEMORANDUM OF AGREEMENT
Between
TOWNSHIP OF SOUTH BRUNSWICK
and the
SOUTH BRUNSWICK FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 90

THIS AGREEMENT is made on this 22 day of January, 2018, by and between the Township of South Brunswick (hereinafter "the Township"), and the South Brunswick Fireman's Mutual Benevolent Association, Local 90, (hereinafter "Local 90"); and

WHEREAS, The Township and Local 90 are parties to a Collective Negotiations Agreement for the period of January 1, 2015 through December 31, 2019; and

WHEREAS, there was a "Side-Bar Agreement" between the Township and Local 90 dated May 3, 2017 addressing Deputy Fire Marshal coverage as there were only three (3) Deputy Fire Marshals available to cover a four (4) week rotation; and

WHEREAS, the Township again finds itself with only three (3) Deputy Fire Marshals, needing coverage for the fourth week; and

WHEREAS, the May 3, 2017 Agreement, in Paragraph 7, expressly states that "This Side-Bar Agreement may be re-instituted upon mutual agreement of the parties"; and

WHEREAS, the parties are desirous to re-institute the May 3, 2017 Side-Bar Agreement at this time; and

WHEREAS, the parties have discussed and agreed upon terms for the Deputy Fire Marshals to cover the open week; and

NOW, THEREFORE, the parties agree as follows:

1. The Side-Bar Agreement Dated May 3, 2017 will be reinstated and will be in effect up to and until a fourth Deputy Fire Marshal is employed and is fully qualified to cover an on-call shift,
2. Once a fourth Deputy Fire Marshal is able to be placed on call, there will be a four (4) person rotation by and between the four (4) Deputy Fire Marshals, with no open week.

The South Brunswick Firemen's Mutual
Benevolent Association, Local 90

Diana L. Blair
Diana Blair - President

Dated: Jan 22, 2018

Township of South Brunswick

Bernard P. Hvozdevic, Jr.
Bernard P. Hvozdevic, Jr.

Dated: 1.22.18